



**Carlos Jackson**  
*Executive Director*

## **COMMUNITY DEVELOPMENT COMMISSION**

### **County of Los Angeles**

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**Gloria Molina**  
**Yvonne Brathwaite Burke**  
**Zev Yaroslavsky**  
**Don Knabe**  
**Michael D. Antonovich**  
*Commissioners*

June 1, 2004

Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**APPROVE AGREEMENT FOR ENVIRONMENTAL SERVICES WITH  
RINCON CONSULTANTS, INC. (ALL DISTRICTS)  
(3 Vote)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve a one-year Agreement for Environmental Services, in the amount of \$300,000, with Rincon Consultants, Inc., to provide environmental services for the implementation of Countywide housing development, public improvements and other federal- and locally-funded projects, effective from July 1, 2004 through June 30, 2005.
2. Authorize the Executive Director to execute the Agreement, in the form of the attached, and to use for this purpose \$272,000 in Community Development Block Grant (CDBG) administrative funds allocated for the Thirtieth Program Year (July 1, 2004 through June 30, 2005) by the Department of Housing and Urban Development (HUD), and \$28,000 in other funds included in the Commission's 2004-2005 approved budget.
3. Authorize the Executive Director to execute two, one-year extensions to the Agreement, at the same annual amount of compensation, contingent upon continued CDBG funding and satisfactory Agreement performance, effective following approval as to form by County Counsel.

4. Authorize the Executive Director to make administrative amendments to the Agreement, as necessary, to meet the requirements of federal- and locally-funded programs.
5. Authorize the Executive Director to execute any necessary further amendments to the Agreement to revise the scope of services, and increase the compensation amount by up to \$68,000 each year, using CDBG administrative funds, following approval as to form by County Counsel and execution by all parties.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of this action is to award an Agreement for Environmental Services to prepare documents required by the National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and HUD environmental regulations, as specified in 24 Code of Federal Regulations (CFR) Part 58.

**FISCAL IMPACT/FINANCING:**

There is no impact on the County general fund. The Agreement will be funded with a total of \$300,000, comprised of \$272,000 in Community Development Block Grant (CDBG) administrative funds allocated by HUD for the Thirtieth Program Year and \$28,000, in other funds, such as HOME, Tax Increment, or Capital Funds, included in the Commission's approved 2004-2005 budget. It may be extended by the Executive Director for a maximum of two years, in one-year increments at the same rate of compensation, contingent upon satisfactory performance and continued CDBG funding from HUD.

A 25 percent contingency, in the amount of \$68,000 per year, is also being set aside for unforeseen project costs, using CDBG administrative funds.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

The Commission administers the CDBG Urban County Program, the Home Investment Partnerships (HOME) Program, and other federal- and locally-funded programs on behalf of the County of Los Angeles, including the Housing Authority. The programs operate within the unincorporated areas of the County and participating cities. As a recipient of federal funds, the Commission is responsible for preparing environmental documents required by NEPA and HUD. The Commission is also responsible for compliance with CEQA for projects in the unincorporated areas of the County.

Services to be provided under the Agreement include technical assistance and the preparation of the following documents: Notices of Exemption, Initial Studies, Negative Declarations, Notices of Determination, Categorical Exclusions, Environmental Assessments, Amended Environmental Assessments, Phase I Environmental Site Assessments, Phase II Subsurface Investigations, Historic Sensitivity Analyses, Area of

Potential Effect Surveys, Cultural Resources Surveys, Slum Blight Reviews, and other documents as necessary. All environmental documents are reviewed and processed by the Commission to ensure compliance with applicable environmental regulations.

Should Rincon Consultants, Inc. require additional or replacement personnel after the effective date of the Agreement, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet the minimum qualifications for the open positions. The firm will contact the County's GAIN Division for a list of participants by job category.

The attached Agreement is the Commission's standard service agreement.

In addition, the Commission is requesting the Executive Director be authorized to make any administrative amendments to the Agreement that are necessary to meet the requirements of federally or locally funded projects.

#### **CONTRACTING PROCESS:**

On March 15, 2004, the Commission initiated an outreach to identify a firm to prepare environmental documents for a one-year period. A Request for Proposals (RFP) was mailed to 187 environmental firms included on the Commission's vendor list. Advertisements also appeared in eight newspapers and on the County Web Site. Seventy-eight RFP packages were requested and distributed.

By the deadline of April 13, 2004, two firms submitted proposals. The proposals were evaluated, and based on the RFP requirements and the rating process, Rincon Consultants, Inc. was selected as the firm most qualified to provide environmental review services.

The Summary of Outreach Activities is provided as Attachment A.

#### **IMPACT ON CURRENT SERVICES:**

This Agreement will ensure that the above HUD-funded programs comply with applicable federal and state environmental rules and regulations.

Respectfully submitted,

CARLOS JACKSON  
Executive Director

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Honorable Board of Commissioners  
June 1, 2004  
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## **Attachment A**

### **AGREEMENT FOR ENVIRONMENTAL SERVICES WITH RINCON CONSULTANTS, INC.**

#### **Summary of Outreach Activities**

On March 15, 2004, the following outreach was initiated to identify a consultant to provide environmental document preparation services for the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships (HOME) Program, other programs funded by the U.S. Department of Housing and Urban Development (HUD) and locally-funded programs.

#### **A. Request for Proposal Advertising**

Notices of the Request for Proposals (RFP) were published in the following eight local newspapers:

Antelope Valley Press  
Eastern Group Publications  
International Daily News  
La Opinion

L.A. Sentinel  
Los Angeles Times  
The Daily News  
Wave Community Newspapers

The RFP was also posted on the County Office of Small Business Web Site.

#### **B. Distribution of the Request for Proposal Packets**

The Commission's vendor list was used to mail the RFP to 187 firms. Of the firms on the vendor list, 83 met the definition of a minority- or female-owned business (private firms which are 51 percent minority or female-owned, or publicly owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 78 RFP packets were requested and distributed.

#### **C. Proposal Results**

By the deadline of April 13, 2004, proposals were received from two firms, one of which identified itself as minority and female-owned. The proposals were evaluated, and based on the RFP requirements and rating process, Rincon Consultants, Inc. was selected as the firm most qualified to prepare environmental documentation for the Commission.

D. Minority/Women Participation – Selected Firm

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Rincon Consultants, Inc.	Non-minority	Total: 46 29 minority 26 women 63% minority 57% women

Subcontractors

San Buenaventura Research Associates (Historic Preservation Consultant)	Female-owned	Total: 1 0 minority 1 woman 0% minority 100% women
Conejo Archeological Consultants (Archeological Consultant)	Female-owned	Total: 1 0 minority 1 woman 0% minority 100% women

E. Minority/Women Participation – Firm Not Selected

Calvada Environmental	Minority/female-owned	Total: 22 20 minority 4 women 91% minority 18% women
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The Community Development Commission encourages the participation of minorities and women in the agreement award process including: providing information about the Commission at local and national conferences; conducting seminars for minorities and women regarding the Commission's programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations which represent minorities and women. The above information has been voluntarily provided by the above firms.

The recommendation to award the Agreement for Environmental Services to Rincon Consultants, Inc. is being made in accordance with federal regulations, and without regard to race, creed, color, gender or sexual orientation.

## **AGREEMENT FOR ENVIRONMENTAL SERVICES**

This Agreement is made and entered into this 1<sup>st</sup> day of July, 2004, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and Rincon Consultants, Inc. hereinafter referred to as "Contractor."

### **RECITAL**

#### **1. PURPOSE**

Contractor is in the business of providing needed environmental consulting services. On April 13, 2004, in response to the Commission's Request for Proposals, Contractor submitted a proposal to furnish the hereinafter-described environmental services to the Commission.

### **TERMS AND CONDITIONS**

#### **2. TERM**

This Agreement shall commence as of the day and year first above written and shall remain in full force and effect for until June 30, 2005 unless sooner terminated as provided herein.

#### **3. CONTRACTOR'S RESPONSIBILITIES**

Contractor agrees to perform in a professional manner, to the satisfaction of the Commission's Executive Director.

#### **4. COMPENSATION**

Contractor will submit to the Commission an invoice on a form approved by the Commission for services rendered on a monthly schedule. The yearly amount of compensation under this Agreement will not exceed three hundred thousand dollars (\$300,000), and the total amount of compensation under this Agreement will not exceed three hundred thousand dollars (\$300,000).

The Contractor shall be paid in accordance with the Commission's standard accounts payable system. The following condition must be met to fulfill this Agreement and ensure prompt payment. Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

**5. SOURCES AND APPROPRIATION OF FUNDS**

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1.

In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

**6. TERMINATION FOR IMPROPER CONSIDERATION**

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

**7. SUCCESSOR AND ASSIGNMENT**

This Agreement may not be assigned by the Contractor except with prior written consent of the Executive Director of the Commission, or designee. However, the Commission reserves the right to assign this Agreement to another public agency without the consent of the Contractor.

**8. CONFIDENTIALITY OF REPORTS**

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

**9. SUBCONTRACTING**

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

## 10. **INSURANCE**

Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or subcontractors.

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their officials and employees, shall be covered as insured with respect to: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

The Commission must separately approve any self-insurance program and self-insured retention.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Commission.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Commission.

All coverage for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

Contractor shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the Contractor to procure or maintain insurance required by this Agreement shall constitute a material breach of agreement upon which the Commission may immediately terminate this Agreement.

**11. INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless the Commission and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

**12. COMMISSION'S QUALITY ASSURANCE PLAN**

The Commission will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all agreement terms and performance standards. Contractor deficiencies which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Agreement, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Agreement.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Agreement, if extended, to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Contractor whether this Agreement will be terminated at the end of the current year or will be continued into the next agreement year.

**13. TERMINATION FOR CONVENIENCE**

The Commission reserves the right to cancel this Agreement for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

**14. TERMINATION FOR CAUSE**

This Agreement may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and professional manner or properly carry out the provisions of this Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a

means for satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Agreement within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

**15. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from County or Commission through agreements, are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by Commission's Child Support Compliance Program and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 15, "Contractor's Warranty of Adherence to Commission's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Commission's Board

of Commissioners may terminate this Agreement pursuant to Paragraph 14, "Termination For Cause".

**17. POST MOST WANTED DELINQUENT PARENTS LIST**

Contractor acknowledges that the Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the Commission's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The CSSD will supply Contractor with the poster to be used.

**18. INDEPENDENT CONTRACTOR**

This Agreement does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

**19. EMPLOYEES OF CONTRACTOR**

*Workers' Compensation:* Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Agreement are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Agreement.

*Professional Conduct:* The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

**20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

**21. SAFETY STANDARDS AND ACCIDENT PREVENTION**

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

**22. COMPLIANCE WITH LAWS**

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement, including but not limited to,

the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. As the compensation under this Agreement is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

Contractor shall comply with the following laws in Sections 23-32, inclusive.

**23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)**

Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

Contractor shall comply with the Age Discrimination Act of 1975 and section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

**26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)**

Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment which requires that during the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the agreementing officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other agreement or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government agreements in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **27. LOBBYIST ORDINANCE**

*Federal Lobbyist Requirements:* The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

**28. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

Contractor shall notify its employees, and shall require each subContractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**29. USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

**30. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the agreement. It is the policy of the Commission to conduct business only with responsible Contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other agreements which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the agreement, debar the Contractor from bidding on Commission agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing agreements the Contractor may have with the Commission.
- C. The Commission may debar a Contractor if the Board of Commissioners finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a agreement with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a agreement with the County, the Commission or the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the

opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subconsultants of County, Commission or Housing Authority Contractors.

### **31. COMPLIANCE WITH JURY SERVICE PROGRAM**

#### **A. Jury Service Program.**

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

#### **B. Written Employee Jury Service Policy.**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time

during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County agreements for a period of time consistent with the seriousness of the breach.

### **32. ACCESS AND RETENTION OF RECORDS**

Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five (5) years after the Commission pays final payment and other pending matters are closed under this Agreement.

### **33. CONFLICT OF INTEREST**

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by agreement, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any agreement, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other agreement or employment during the term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

### **34. SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**35. INTERPRETATION**

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if drafted by both parties hereto.

**36. WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

**37. PATENT RIGHTS**

The Commission will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Agreement.

**38. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

**39. NOTICES**

Commission shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Agreement to the extent that Commission has actual knowledge of such injury or damage. Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Agreement shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: (Commission contact person)  
The Contractor: (Contractor contact person)

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

**40. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**41. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission Contractors to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

**42. ENTIRE AGREEMENT**

This Agreement with attachments constitutes the entire understanding and agreement of the parties.

**43. SIGNATURES**

IN WITNESS WHEREOF, the Contractor and the Commission have executed this Agreement through their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

COMMUNITY DEVELOPMENT COMMISSION  
OF THE COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Executive Director

RINCON CONSULTANTS, INC.

By \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:  
Office of the County Counsel

By \_\_\_\_\_  
Deputy